

RANDY

FEB 1987

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NATIONAL SECURITY AGENCY/CENTRAL SECURITY SERVICE
AND
U.S. ARMY CORPS OF ENGINEERS
DEDICATED SUPPORT FOR LEASE ACQUISITION SERVICES
EFFECTIVE DATE: 1 October 1986

MEMORANDUM OF UNDERSTANDING
DEDICATED SUPPORT FOR LEASE ACQUISITION SERVICES

I. (U) Purpose

This MOU is made and entered into by the National Security Agency/Central Security Service (NSA/CSS), an activity under the jurisdiction of the Department of Defense located at Fort George G. Meade, Maryland and Headquarters, Department of Army, U.S. Army Corps of Engineers (USACE).

This MOU delineates a plan for establishment, operation and support for a dedicated USACE lease acquisition function to service NSA/CSS.

II. (U) Authority

A. Authority to execute this agreement on behalf of NSA/CSS is vested in the Director, National Security Agency/Central Security Service (DIRNSA/CSS) pursuant to authority contained in DOD Directives 4000.19, 5100.23, and DOD Regulation 4000.19R.

B. Authority to execute on behalf of USACE is vested in the Office of the Chief Engineers pursuant to Army Regulation No. 1-35.

III. (U) Joint Approval and Review

This MOU is effective upon joint approval of the Director, National Security Agency/Central Security Service and the Chief of Engineers or their designated representatives and is subject to modification as mutually agreed by both parties. This agreement will be reviewed by both parties annually. Renegotiation or modification of their agreement may be initiated at any time upon written request by either party hereto. This agreement will not automatically terminate upon mobilization. However, it will be reviewed and modified after mobilization, as required, by conditions existing at that time.

IV. (U) References

A. Interservice Support Agreement W74RDV-81060-0001, dated 3-81.

B. NSA/CSS letter dated 18 October 1985, Subject: Corps of Engineers Real Estate Support to NSA.

C. DAEN-REM Memorandum, dated 8 May 1986, Subject: Decision Paper - Corps of Engineers Real Estate support to NSA.

V. U) Termination

Either party may terminate this agreement by giving 180 day advance written notice to the other party.

VI. (U Basic Agreement

A. In view of the recognized sensitivity of the NSA/CSS mission and activities and the increasing number of lease related actions and broad spectrum of applications, i.e., various types of space occupied and different locations, it is necessary to establish a dedicated "Realty Service Field Office" (RSFO) to service NSA/CSS directly.

B. NSA/CSS will be the primary point of public affairs contact with the news media, and the primary releasing authority for all information about the RSFO and individuals located there. No information concerning the RSFO will be released to public or internal media without first receiving the approval of the Director, NSA/CSS or his designated representative. USACE will not make direct contact with the news media or release information about matters relating to the NSA/CSS information office. All information releases must, according to regulations, be released through the NSA/CSS Information Office.

C. The purpose of this dedicated real estate effort or RSFO is to specifically and routinely handle NSA/CSS real estate matters.

D. The RSFO will be located within a ten mile radius of NSA/CSS headquarters and office personnel will be expected to obtain a security clearance.

E. The NSA/CSS leasing program will first and foremost require real estate expertise supported with engineering construction and cost estimating expertise to effectively and efficiently acquire fee and leasehold interest in real property and design (layout) building space to house our special requirements. The RSFO would be expected to perform taskings in each of the following areas:

1. Plan and convert a need into a specific square footage or acreage requirement.

2. Consult with the real estate planner for the Agency on real property matters to assist in the developmental phases of operating plans for leased or purchased building space or lands.

3. Provide Architect/Engineer support to the Agency and coordination with potential lessors to develop layouts, as well as structural, mechanical, and electrical requirements for leased facilities.

4. Prepare drawings and scopes of work for capital and noncapital alterations for leased space. This should be done in harmony with Agency requirements and the lessors ability to accomplish needed alterations.

5. Prepare construction cost estimates, evaluate lessor work estimates, develop and review unit price agreements with lessor, evaluate and review bids from lessor or other contractors, and prepare and review restoration claims.

6. Appraise buildings and lands for leasehold and acquisition purposes. Prepare estimates of value for planning and budget purposes. Secure appraisal review and approvals in excess of \$50,000 from higher Corps of Engineers authorities.

7. Evaluate Government installed alterations to assure they are in compliance with the Economy Act of 1932. Monitor and assure that capital improvements paid for by the Government do not exceed 25% of the first year's rent. Maintain ledgers of cost for said items. Prepare request for Waiver of Economy Act when necessary and provide verbal and written justification.

8. Prepare Title 10 packages for submittal to the House Armed Services Committee. Coordinate and assist HQUSACE in their preparation for testimony at such hearings.

9. Negotiate real estate, leasehold interest and purchase agreements for all types of real property to include service, utility, and maintenance requirements.

10. Provide legal assistance on real estate matters to include policies, regulations, review, closings, and condemnation assemblies.

11. Prepare annual budget requirements package for NSA on existing and future leases and manage funds on all real estate interests. Maintain records and reports for NSA/CSS and HQUSACE.

12. Monitor and supervise alteration projects in leased space after award to assure user specifications are met and that alterations are paid for by the Government.

13. Manage real property to assure necessary outleases, permits, licenses, and easements on Government buildings and lands under NSA/CSS jurisdiction are executed and monitored for compliance.

14. Dispose of government buildings and lands excess to the needs of NSA/CSS. Prepare lease terminations and restoration agreements.

F. USACE will be responsible for the following:

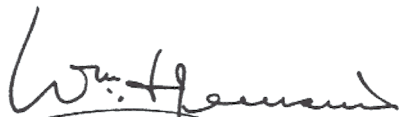
1. Providing the basic level of support necessary to accomplish the taskings indicated in the basic agreement.
2. Budgeting and funding responsibility for all costs related to manpower, basic salary and benefit expenses for FY1990 and beyond.
3. Processing all RSFO personnel for security clearance at the SCI level. SCI clearance is necessary to obtain access to Agency material and further processing by NSA/CSS for higher level, compartmented clearances.

G. NSA/CSS will be responsible for the following:

1. Costs related to the lease of temporary space in support of the RSFO function.
2. Processing special or compartmented security clearances for RSFO personnel. Special or compartmented security clearances are required for access to sensitive Agency material.
3. Adequate permanent working space within an Agency controlled and secured facility, furnishings and administrative supplies.
4. Costs related to other than RSFO expenses, i.e., district, division or headquarters level overhead incurred in direct support of NSA/CSS requirements. These costs may include, but are not limited to, legal, procurement, finance and accounting, and personnel administration services.
5. Costs related to RSFO travel performed in accordance with NSA/CSS requirements.
6. Coordination of potential real estate requirements with the RSFO at the earliest practical stage of project planning. This is imperative to ensure that requirements can be satisfied in the most efficient, effective and competitive manner possible.
7. Costs related to pay manpower basic salary and benefit expenses through FY1989.
8. Initiating reprogramming action beginning in FY1990 to transfer funds for those items outlined in paragraph VI., item G.7. above, from NSA/CSS to USACE. If the possibility exists in FY1989, the reprogramming of funds will be accomplished at that time on a permanent basis.

9. For the transfer of 18 manpower spaces from NSA/CSS to USACE before 1 October 1987. Upon completion of this transfer, NSA/CSS will continue to provide funding for basic salary and benefit expenses until a reprogramming action can be effected in FY1990. The manpower spaces transferred and related expenses will remain dedicated to the RSFO mission and NSA/CSS lease acquisition program. Upon termination of this MOU, the manpower spaces and unused reprogrammed funds will revert back to NSA/CSS for their use.

For NSA/CSS:



WILLIAM H. JENKINS
Assistant Director
for

Installations and Logistics

Date: 4-21-87

For USACE:



BARRY J. FRANKEL
Director of Real Estate

Date: April 24 1987



DEPARTMENT OF THE ARMY
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File N A/USACE
MOV


IN REPLY REFER TO
NADDE

9 February 1987

SUBJECT: Real Estate Support to National Security Agency (NSA)

SEE DISTRIBUTION

1. Pursuant to the HQ, USACE (DAEN-REZ) Directive, dated 28 May 1986, Baltimore District has been assigned responsibility for Corps' support to NSA for all of its CONUS real estate actions.
2. A field office has been established at Fort Meade, MD, which has primary responsibility for these requirements.
3. Baltimore District may require assistance from other Divisions/Districts in support of this mission.
4. Recommend that your Districts be advised of this assignment of responsibility and the need to render assistance to Baltimore District upon request.


CHARLES E. WILLIAMS
Brigadier General, USA
Commanding

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